

Governmental Administration Mutual Aid Agreement Between The Municipalities of Lamoine, Trenton, Bar Harbor, Mt. Desert, Tremont & Southwest Harbor

(PRESENTED TO THE LAMOINE TOWN MEETING MAY 21, 2008)

1. Purpose

- a. The purpose of this agreement is to ensure the continuity of the delivery of essential local government services in the event of a declared disaster that may prevent delivery by one or more of the signatories of this agreement when the other signatories may be able to assist in delivering said services.

2. Authority

- a. This agreement is entered into by the elected municipal officers of the signatory municipalities by authority of each of the municipality's respective legislative bodies pursuant to municipal home rule governing inter-local cooperation pursuant to MRSA 30-A § 2201 et. seq.

3. Scope

- a. This agreement applies to the functions of municipal government offices, including but not limited to:
 - i. General Assistance Administration
 - ii. Tax Collection & Treasury Functions
 - iii. Public Works Management Functions
- b. This agreement does not supplant any other inter-local agreements that may already exist between the signatory municipalities such as mutual aid agreements for fire and police protection, nor does it preclude the right of any signatory municipality to negotiate other agreements which will supersede this agreement.
- c. Signatory municipalities will not hold any joint real or personal property under the terms of this agreement.

4. Agreement

- a. **Duration** – This agreement shall be in effect for a 5-year period following the effective date as agreed to in section 6 of this agreement by the signatories. It shall automatically renew for another 5-year period unless one or more of the signatories specifies in writing to the other signatories they do not wish to automatically renew. Its implementation shall be in effect only during a declared emergency and implementation shall end once the declared emergency is ended. A majority of the municipal officers or their designee can declare a disaster, and declare when

the disaster has ended pursuant to the individual municipalities' ordinances and/or policies. Prior to the expiration of the agreement, the signatories shall review the agreement, and either agree to another extension, an extension with revisions, or to final termination of the agreement.

- b. **Delivery of Services** – In the event of a declared emergency by the appropriate municipal authority of any signatory municipality, the other signatory municipalities shall arrange to provide those services as outlined in section 3a as requested by the affected community(s).
- c. **Request for Services** - The appropriate municipal authority of the municipality that declares an emergency must formally request specific services from the other signatory municipality(s) by written declaration delivered by any means possible given the extent of the emergency. For example, should a pandemic render the Board of Selectmen of municipality "A" unable to function, a majority of said Board that is able to function may sign the request for service.
- d. **Municipal Services Coordinator** – In the event that more than one signatory is requesting services for a regional emergency, a municipal services coordinator shall be jointly appointed by the municipal officers or their designees of the signatory communities. The appointment shall be made in the most expeditious manner possible, either by joint emergency meeting, conference call or other means. The appointment notification shall be signed by at least three municipal officers or designees of any requesting signatory community. An oath shall be administered by any qualified municipal official in a signatory community or notary public. The duties of this coordinator shall be to identify the resources needed by each requesting municipality, the resources available from the signatory municipalities, and arranging for delivery of services using the available resources. Each municipality involved shall designate a local contact person(s) as a liaison to the Municipal Services Coordinator.
- e. **Financing for Services** – Each requesting municipality shall be responsible for payment for services rendered by the providing municipality on the requesting municipality's behalf. For example, if Municipality "A" requests general assistance administration, and Municipality "B" provides such service, Municipality "A" shall pay to Municipality "B" an amount to compensate for provision of personnel and materials needed for administration of the program, plus any direct costs for assistance granted to the qualifying individuals from Municipality "A".
 - i. **Revenues** - Any revenues that are collected for a requesting municipality by a providing municipality shall be promptly deposited into the treasury of the requesting municipality, but

in no case later than ninety days following expiration of the emergency declaration.

- ii. Expenses – Any expenses incurred by the providing municipality shall be accounted for and promptly invoiced to the requesting municipality. The requesting municipality shall promptly reimburse the providing municipality, but in no case shall reimbursement occur later than ~~ninety~~ forty-five (45) days following expiration of the emergency declaration.
- iii. Disputes– Any dispute involving revenues and expenses shall be settled by a qualified, neutral, certified public accountant (CPA), jointly appointed within 30-days and funded by the parties. If an agreement cannot be reached within sixty (60) days, each municipality shall, at its own expense, appoint a qualified CPA, and the CPAs for each individual municipality shall appoint a neutral CPA whose fee shall be paid equally by each municipality. A majority of the CPAs shall agree on a decision to resolve the dispute.
- iv. Multiple Services/Multiple Communities – In the event that a Municipal Services Coordinator is required, the coordination effort shall include an accounting for the revenues and expenses for each municipality as outlined above.
- f. Liabilities & Responsibilities – The providing municipality shall have no responsibilities or incur any liabilities because it does not provide resources or services to any other party to this agreement. The providing municipality retains the right to withdraw any and all resources at any time. Notice of the intention to withdraw services and resources shall be communicated to the requesting agency's responsible municipal official as soon as practicable. The Requesting municipality shall protect, defend, hold harmless and indemnify all other providing signatory municipalities, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of the requesting municipality's officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered.
- g. Employees - All employees of a providing municipality remain employees of that municipality under any agreements the providing municipality has with said employees.

5. Severability

- a. Should any part of this agreement be found to be illegal or unconstitutional, it shall not render any other part of this agreement invalid,

6. Termination

- a. Notwithstanding the provisions of Section 4(a) of this agreement, any municipal signatory to this agreement may cancel its participation by giving written notice to all other signatories to this agreement. Termination becomes effective 30-days after notice is provided via certified mail, return receipt, to the municipal clerk of each signatory.

7. Effective Date

- a. The effective date of this agreement is _____.

8. **Entirety of Agreement** – This mutual aid agreement contains the complete understanding of the parties and may only be modified by the mutual written agreement of all the signatory municipalities.

9. Signatures

<i>For the municipality of</i> _____ _____ _____ _____ _____ _____	Contact Name & Address _____ _____ _____
<i>For the municipality of</i> _____ _____ _____ _____ _____ _____	Contact Name & Address _____ _____ _____
<i>For the municipality of</i> _____ _____ _____ _____ _____ _____	Contact Name & Address _____ _____ _____
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Presented to the Lamoine Town Meeting
May 21, 2008

<i>For the municipality of</i> _____ _____ _____ _____ _____ _____	Contact Name & Address _____ _____ _____
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